



Comptroller General  
of the United States

Washington, D.C. 20548

*Shimamura*

## Decision

**Matter of:** W.N. Hunter & Associates; Cajal Defense  
Support Company

**File:** B-237259; B-237259.2

**Date:** January 12, 1990

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### DIGEST

Protests challenging agency's evaluation of proposals and exclusion from the competitive range are denied where review of agency's technical evaluations of protesters' proposals indicates that they were evaluated in accordance with solicitation's evaluation criteria and that agency reasonably concluded that the proposals would require major revisions to become acceptable.

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### DECISION

W.N. Hunter & Associates and Cajal Defense Support Company protest award of a contract to ANSER under request for proposals (RFP) No. MDA903-89-R-0051, issued by the Defense Supply Service-Washington for a study on the use of commercial practices for Department of Defense (DOD) acquisitions. The end result of the study will be a guidebook that will be used to assist DOD acquisition managers and Defense Systems Management College faculty and students in determining the applicability of commercial practices in specific acquisitions. Hunter and Cajal both basically contend that the agency unfairly evaluated their proposals and failed to provide debriefings on their proposals' deficiencies.

We deny the protests.

Nine proposals were received by the June 16, 1989, closing date for receipt of proposals. Four proposals were determined to be technically acceptable. The other offerors, including Hunter and Cajal, were eliminated from the competitive range. Hunter and Cajal then requested debriefings but were informed that debriefings are only held after contract award. The agency ultimately awarded a contract to ANSER on September 25.

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Cajar protested to the agency the award of a contract to a higher-priced offeror and the agency's failure to provide a debriefing on its proposal. The agency denied the protest, stating that Cajar's proposal was thoroughly and impartially evaluated and was found to be deficient because the proposal was poorly organized, difficult to comprehend and exhibited a lack of necessary experience. Cajar then filed a protest with our Office, which essentially reiterated its agency protest.

Hunter filed a protest with our Office contending that its lower-priced proposal was unfairly evaluated and excluded from the competitive range; that the agency failed to provide its firm with the opportunity to correct deficiencies in its proposal; and that the agency had denied its requests for a debriefing.

The evaluation of technical proposals and the determination that an offeror is in the competitive range are matters within the contracting agency's discretion since the agency is responsible for determining its needs and the best method of accommodating them. Comptron Research, Inc., B-235826, Sept. 25, 1989, 89-2 CPD ¶ 268. Generally, offers that are technically unacceptable as submitted and would require major revisions to become acceptable are not required to be included in the competitive range. Id; see also Federal Acquisition Regulation (FAR) § 15.609(a). In reviewing allegations of improper evaluations, our Office will not substitute its judgment for that of the contracting agency, but rather will examine the record to determine whether the agency's judgment was reasonable and in accord with the solicitation's evaluation criteria. Space Applications Corp., B-233143.3, Sept. 21, 1989, 89-2 CPD ¶ 255.

The record indicates that Cajar's proposal was eliminated from the competitive range primarily because it was poorly organized and difficult to evaluate, and the personnel proposed lacked the necessary experience to understand and develop the issues which must be addressed in the DOD guidebook. Additionally, the agency concluded that since Cajar's experience was limited to the Army, it would take a significant effort to make Cajar proficient in the acquisition practices of the other military services.

The record supports the agency's conclusion. As a preliminary matter, the RFP stated that the proposal should be in three sections: (1) understanding the problem, (2) technical approach, and (3) personnel assigned; Cajar's proposal exhibits no such organization and has no table of contents which would have aided in the evaluation of the proposal. With regard to the personnel proposed for the

project, our review of Cajar's proposal indicates that the president of Cajar has 15 years of experience as an executive secretary and administrative assistant but no acquisition experience. Further, while the proposed project director indicates that he has 28 years of experience in federal programs, his resume does not discuss with any specificity the currency and extent of his experience relative to defense and commercial acquisition policy, practices and methods as required by the RFP. Finally, although Cajar states in its proposal that the RFP's statement of work (SOW) is totally clear, it does not specifically discuss the requirements set forth in the SOW, but rather engages in a general discussion of problems in the acquisition process. In view of the above, the agency reasonably determined, in accordance with the stated evaluation criteria, that Cajar's proposal was not technically acceptable and properly excluded Cajar from the competitive range. Thus the fact that Cajar's price was lower than the awardee's price was not relevant. See Federal Servs., Inc., B-235661, Aug. 28, 1989, 89-2 CPD ¶ 182.

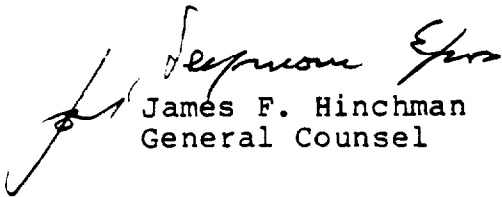
With regard to Hunter's proposal, the record shows that it was determined to be technically unacceptable because the proposal consisted almost entirely of generalities concerning procurement and contract administration rather than a discussion of current defense and commercial acquisition policy and practices. The agency also found that the proposal failed to discuss the technical aspects of acquisition and that the proposal's technical approach was simply an outline of the tasks delineated in the SOW. Under factor A, offerors were cautioned that their discussion of their proposed effort should not restate the contents of the solicitation.

Our review of Hunter's proposal indicates that rather than discussing the requirements of the SOW and describing in detail how each task will be accomplished, as required by the RFP, the proposal merely states that the founder and senior associate of the firm has developed and presented numerous acquisition-related studies and workshops and merely lists those studies and workshops. Additionally, our review confirms the agency determination that Hunter's technical approach is simply an outline of the SOW's tasks. Based on the above, we find that the agency's evaluation of Hunter's proposal, which was conducted in accordance with the RFP's stated criteria, was reasonable and that Hunter was properly excluded from the competitive range. Accordingly, contrary to Hunter's contention, the agency was not required to give Hunter an opportunity to correct the

deficiencies in its proposal before rejecting it. Allied Management of Texas, Inc., B-232736.2, May 22, 1989, 89-1 CPD ¶ 485.

With regard to the protesters' contention that the agency failed to provide debriefings, the record indicates that while the agency twice scheduled debriefings for Hunter, the protester failed to show up for them. Cajar, on the other hand, was provided with a debriefing on its proposal's deficiencies via teleconference on October 23. The agency therefore met the FAR requirement for debriefing unsuccessful offerors after contract award. See FAR § 15.1003.

The protests are denied.

  
James F. Hinchman  
General Counsel